

SETTLEMENT AGREEMENT

THIS AGREEMENT executed on the dates set forth below by and between the City of West Lafayette, Indiana ("City"), by its duly authorized representative, and Alex Sabol ("Alex") and Calvin Stein ("Calvin") (jointly "Owners"), and Don Stein ("Stein") (collectively "Respondents"), WITNESSETH:

WHEREAS, on June 19, 2014, the City sent a letter to Respondents claiming certain violations of City Code with respect to the rental property located at 111 West Lutz Street, West Lafayette ("the Property") owned by Alex and Calvin as Owners and for which Stein served as the Property manager; and

WHEREAS, the alleged violations relate to Respondents' claimed failure to timely submit an occupancy affidavit and exterior maintenance agreement for the Property and renting the Property without a valid rental certificate in violation of the Section 117 of the City's housing code as well as allegations that in the Fall of 2013 occupancy in the Property of more than three unrelated persons in violation of the City Code; and

WHEREAS, the City Code authorizes the City to seek enforcement of these code requirements and impose civil fines for proven violations, subject to the right to a hearing and appeal; and

WHEREAS, the parties have exchanged relevant information and have reached an agreement to resolve these allegations, the terms of which are set forth below.

NOW, THEREFORE, in consideration of the mutual promises contained herein, it is agreed as follows:

1. In full satisfaction and settlement of Respondents' potential liability to the City for the alleged code violations at the Property, Respondents shall pay the City the

sum of Ten Thousand Dollars (\$10,000) within seven (7) days of the execution and approval of this Agreement.

2. The execution of this agreement and above payment shall not constitute an admission by any Respondent of any neglect or fault that is causally related to the November 16, 2013 fire at the Property.
3. The City will perform standard inspections of the Property and two other rental properties located 221 Sylvia Street and 225 Sylvia Street that are managed by Stein, one time during each of years 2014, 2015 and 2016. Stein shall pay the standard fees to the City for each such inspection. Any property that passes inspection in 2016 will be eligible for the normal two-year rental certificate as provided by the City Code.
4. Between now and the end of 2016, Respondents shall submit to the City all paperwork required by law following the yearly inspections or by reason of a change of occupancy or other code requirement within ten (10) days of the inspection or change of occupancy or by such other due date. Respondents shall also timely provide the City with requested tenant and property maintenance information and all supporting documentation through the end of 2016.
5. Should Respondents fail to comply with any term of this Agreement, the rental certificates for the Property and two other properties managed by Stein are subject to suspension, subject to the appeal process set forth in the City Code.
6. Each party has had the benefit of legal advice by counsel of its choosing, and each shall bear their own legal fees incurred in connection with this proceeding.
7. If there is any change in ownership or property manager and Alex, Calvin, Stein and/or any person related to Alex, Calvin, or Stein by blood or marriage continue to have any ownership interest in the Property and other two rental locations identified above, then the terms and obligations of this agreement shall continue to be binding.

WITNESS our hands and seals on the dates set forth below:

SEP-29-2014 MON 04:16 PM SCHNAIBLE SUPPLY

FAX NO. 7654235588

P. 01

To: 17654232223 From: 13172697816

Date: 09/29/14

CITY OF WEST LAFAYETTE, INDIANA

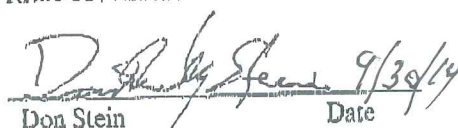
By


Dale Dixon,

Date

Housing Program Coordinator


RESPONDENTS


Don Stein

Date


Alex Sabot


Date


Calvin Stein

Date

APPROVED AS TO FORM:

By


Kent M. Frandsen

Attorney for City of West Lafayette

APPROVED AS TO FORM:


Robert W. Johnson.

Attorney for Respondents

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